



Revision number:

Purchasing Agent: David Gill

Phone #: 801-538-3254

Email: [dgill@utah.gov](mailto:dgill@utah.gov)

**ITEM: MATERIAL SPREADERS FOR SALT AND SAND: 7.5CU.YD.**

VENDOR: 10965B     A

A G BODY INC.  
DBA AG TRUCK EQUIPMENT CO.  
P.O. BOX 27755  
SALT LAKE CITY, UT 84127

Internet Homepage:

[www.agbody.com](http://www.agbody.com)

General, Sales and Usage Contact:

John P. Leroy

Telephone:

(801) 975-0400

Fax number:

(801) 975-7567

Email address:

[jpl@agbody.com](mailto:jpl@agbody.com)

Reporting type:

Line Item

Brand/trade name:

Swenson EV-100-13-50

Price:

Base Unit \$13,880.00 and 14 options. See link below

Terms:

Net 30 days

Effective dates:

4/24/2006 through 4/23/2008

Remaining one-year renewal options:

2

Maximum potential termination date:

4/23/2010

Days required for delivery:

75-90

Price guarantee period:

1 Year

Minimum order:

1 Unit

Min shipment without charges:

None

Other conditions:

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**NOTE: THIS IS A NEW CONTRACT.**

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BID NO. GL6043

Go to <http://www.purchasing.utah.gov/agencies/contracts/MA1996Full.pdf> for complete contract including specifications of base unit, options, and prices.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



**FINET COMMODITY CODE(S):**

76566000000 - SPREADERS, TRUCK MOUNTED (FOR AGGREGATES, ICE CONTROL MATERIALS, SEAL COATINGS, ETC.)

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**REVISION HISTORY:**

**From:** Matt Jenkins  
**To:** jpl@agbody.com  
**Date:** 4/24/2006 4:08 pm  
**Subject:** Contract Award MA1996

**CC:** Gill, Dave  
Attn: John P. Leroy  
AG Body Inc. DBA AG Truck Equipment Co.  
PO Box 27755  
Salt Lake City, UT 84127

The State of Utah is pleased to inform you that AG Body Inc. has been awarded a State Cooperative Contract MA1996 as a result of solicitation number GL6043.

Attached, is a copy of the signature page and a copy of the contract information summary which state agencies and political subdivisions will access at [www.purchasing.utah.gov/statewidecontracts/](http://www.purchasing.utah.gov/statewidecontracts/) . It is important that you read all documents enclosed to verify prices, terms, conditions, etc. Please inform me of any discrepancies immediately.

A full contract representing the entire agreement is also viewable.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the letter attached. Failure to supply these reports may result in cancellation of the contract. Please contact me with any questions regarding quarterly reports.

Thank you for your interest in doing business with the State of Utah.

Matt Jenkins, Purchasing Technician  
State of Utah  
Division of Purchasing & General Services  
3150 State Office Building  
Salt Lake City, Utah 84114  
[mattjenkins@utah.gov](mailto:mattjenkins@utah.gov)  
Phone: 801-538-3151  
Fax: 801-538-3882

Vendor: **AG Truck Equipment Co.**

# State of Utah Invitation to Bid

Company Name <b>AG BODY INC. DBA AG TRUCK EQUIPMENT CO.</b>		Federal Tax Identification Number <b>87-0305225</b>	
Ordering Address <b>P.O. BOX 27755</b>	City <b>SALT LAKE CITY</b>	State <b>UT</b>	Zip Code <b>84127</b>
Remittance Address (if different from ordering address) <b>SAME</b>	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <b>JOHN LEROY</b>		
Telephone Number (include area code) <b>801-975-0400</b>	Fax Number (include area code) <b>801-975-7567</b>	Email Address <b>JPL@AGTRUCK.COM</b>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>NET 30</b>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>75-90 DAYS ARO</b>	
Brand/Trade Name <b>SWENSON</b>		Price Guarantee Period (see attached specifications for any required minimums) <b>1 YEAR</b>	
Minimum Order <b>1 UNIT</b>		Company's Internet Web Address <b>WWW.AGTRUCK.COM</b>	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. <b>ILLINIOS</b>			
Offeror's Authorized Representative's Signature <b>JOHN P. LEROY</b> <i>SIGNED ELECTRONICALLY</i>		Date <b>4/12/06</b>	
Type or Print Name <b>JOHN P. LEROY</b> <i>[Signature]</i>		Position or Title <b>GENERAL MANAGER</b>	

*State Cooperative Contract*

**APPROVED**  
*[Signature]*  
**DOUGLAS G. RICHINS**  
Director of Purchasing  
State of Utah  
**4/12/06**

**Vendor: AG Truck Equipment Co.**

UTAH DEPARTMENT OF TRANSPORTATION  
Equipment Operations  
Steve McCarthy - Equipment Operations Manager

## **MATERIAL SPREADERS**

The bid will result in a two (2) year state cooperative contract with two (2) one-year renewal options.

### **PART I: GENERAL CLAUSES AND CONDITIONS**

The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

**Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.** Supplier should submit the latest literature, in duplicate, for informational purposes only.

The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation, including all fluids levels, fuel, oil etc.

All parts not specifically mentioned, but are necessary for the units to be complete for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.

It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

Measurements will be given in the English system.

Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

Pre-build pilot paper review at Utah Department of Transportation location within 10 days after bid has been awarded. Pilot Spreader required 45 days after paper pilot review; after pilot review has been approved, remaining spreaders to be delivered within 120 days.

A pilot review will be required at the manufacturer's factory prior to manufacturing of remaining spreaders. Expenses for two (2) Utah Department of Transportation representatives for the pilot review to be included in bid.

**NO QUANTITY ESTIMATES ARE AVAILABLE AND NO QUANTITY IS GUARANTEED AS A RESULT OF AWARD TO THIS INVITITION FOR BID.**

Bidder name **AG TRUCK EQUIPMENT CO.**

Make and Model quoted **SWENSON EV-100-13-50**

**PART II: GENERAL SPECIFICATIONS:**

Variation in construction details may be allowed if these variations result in the same or greater basic strength and durability that can be accomplished, using specifications herein. Any variation in construction must be approved by the Utah Department of Transportation, prior to bid opening.

Spreaders proposed for this order, must have been manufactured before, and shall have a record of successful use. Spreaders proposed as equal, must be approved by the Utah Department of Transportation prior to bid opening.

Bid to state terms of warranty or include copy of standard warranty. All warranty periods shall start after equipment has been put into service. Basic warranty shall include agreement to allow all Utah Department of Transportation mechanic shops to be approved, to complete "In-house" warranty repairs, in Utah Department of Transportation shops. The warranty shall include parts and labor reimbursement.

Successful bidder will be required to submit detail drawings for approval by the Utah Department of Transportation before manufacturing spreaders.

**PART III: DETAIL SPECIFICATIONS:**

**Construction:** Construction of the spreader shall be of high grade 304 stainless steel. The body and sides shall be high grade 304, 10 gauge stainless steel and the body longitudinal shall be manufactured of 7 gauge 304 stainless steel and shall extend 24" beyond hopper to support spinner.  
All bolts shall include a lock nut and two washers made of stainless steel. All bolts are to be long enough to go completely through lock nut when assembled. All welding shall be done with stainless welding wire or rod. Hopper to be continuously welded. Longitudinal shall be slotted out to the rear for easier gearbox and drive shaft removal.

**Dimensions:** Capacity - 7.5 cu. yd. Struck, minimum.  
Length inside - approximately 13 ft.  
Length outside front to latch bar - 13 ft. 6 in. maximum.  
Height overall - approximately 50 in.  
Width inside - approximately 78 in.  
Width overall ( including spill guards ) - 96 in. approximately.

"V" type hopper body with sides slopped approximately 45 degrees. Body supported by 6 (minimum) triangular braces extending full height. Body to have two braces between sides and top.

**Hopper Screens** The hopper screens will be constructed of (3/8") diameter steel rod inter- laced through screen (1/4" x 1-1/2") flat bar forming an open grating size approximately (2-

1/2" x 2-1/2")

The mesh will be reinforced by using (2" x 3/8") angle iron with the edge supports reinforced with (3/8" x 1") flat bar.

Minimum of three hinges will be placed over the 6" #9 H beam center support in order that the screens may be opened fully vertical from either side. Four screens minimum per side. Each screen shall have a positive lock to retain the screen to the "H" beam. Screens to be high pitch design with an 18" height above hopper top, with adequate supports. To be discussed at the paper pilot.

### **Spill Guards**

To have 10 ga. 304 stainless steel vertical spill guard at rear bolted to hopper, extending 19" in. above body and full width of spreader. Rear spill guard to have the stainless steel angle iron braces extending 1 ft. down on hopper. Rear spill guard to have integral full width stainless steel air deflector for light bar with mounting plate for rotator. To have 304 stainless steel spill guard at front sloped forward 30 degrees from horizontal to 19 in. above hopper with triangular braces on each side. To have taper cut side spill guards starting at side rails and sloping down at 45 degrees to total outside width of 96 in. To be supported by six (6) flanged gussets on each side all 10 ga. 304 stainless steel.

### **Discharge Gate**

The discharge gate shall be made of 10 gauge 304 stainless steel and ruler shall be provided at the rear of hopper. The screw type jack with grease zerks installed and a extended handle with Polyethylene U-joint for easy cranking.

### **Tie Downs**

To have (4) tie downs for dump installation. To be 4" wide x 6' long nylon straps "D" ring attached to one end. Brackets to be stainless steel located 2 ft. back from front and back on each side of hopper. Brackets to be positioned to pull at state specified angle. To be discussed at paper pilot.

### **Mounting Bar**

To have 4" x 4" x 1/2" stainless steel angle iron bar at the rear with 1-1/4" round pins to engage tailgate latches. Round pins to be stainless steel material and field welded to fit each individual truck for a precision fit. Mounting bar to be bolted and braced to spreader frame. Mounting bar must be below truck bed floor so that spillage can be washed from bed. Mounting bar must be 86" wide. To prevent sander shifting.

### **Skid**

To have 6 in piece of inverted 7 ga. formed stainless steel channel welded to each end of bottom frame channel.

### **Lifting Eyes**

To have four (4) 5/8 in stainless steel D-ring lifting eyes and one (1) center lifting eye. Manufacture to locate center eye to pick up spreader level with all components attached. Hopper screens must fully open with center lifting eye installed.

### **Conveyor**

To be a minimum of 20 in. wide. To have 3/16" (minimum) one piece 304 stainless steel floor. Conveyor to have 3/8" in. x 1-1/2 in. flights at 4 in. spacing, welded top and bottom to pintle chains. Chains to be Allied Lock AL667X or equal. Chains to have full length formed 7 ga. guards so that only flights are exposed to material in hopper. Sprockets are to be eight (8) tooth on 2 in. shaft. Two (2) two ply rubber belting wipers to be provided for cleaning both sides of conveyor chain. A front seal strip is to be provided.

<b>Bearings</b>	Are to be self-aligning 2 in. take-up style bearings. Dodge # 131177 in a 304 stainless steel frame. Bearings to have grease leads ran to manifold at rear. At the rear, clear of the pre-wet tanks the slide mounted, spring loaded with adjusting screw jack adjustment can be easily adjusted from rear of spreader. To have 3 in. minimum travel. To be discussed at paper pilot.
<b>Grease Manifold</b>	A greasing manifold shall be supplied to adequately lubricate the front idler bears, and the feed gate jack assembly at the rear of the hopper. These three grease points shall have separate grease lines rated at 10,000 psi burst that shall meet at a centralized point at the rear of the hopper where they will meet an aluminum block. Tubing shall be secured to prevent chaffing. This aluminum block shall be the grease point for the entire system. Each 1/8" grease line shall have an adequate pressure rating to allow the system to be greased with a commercial grease gun. Tubing to be filled prior to final delivery.
<b>Conveyer Drive</b>	To be cast iron hollow bore shaft mounted gearbox with 50:1 gear reduction, 2" output shaft, oil bath, with antifriction bearings on input and output shafts and direct coupled motor. Guard to be installed over input shaft. Gearbox cover to be rotated one bolt hole to rear so oil level check keeps oil level above race.
<b>Hydraulic Drive Motor</b>	Motor to be Char-Lynn 101-1027-007 or equal.
<b>Spinner&amp; Chute</b>	<p>Entire spinner to be 10 ga. 304 stainless steel, minimum diameter 20". Stainless steel with six (6) radial, stainless steel replaceable fins.</p> <p>Hydraulic spinner motor to be located above disk in state approved manner. To be discussed at paper pilot.</p> <p>Spinner chute to have three (3) adjustable and one (1) front fixed deflector.</p> <p>Rear deflector to overlap side deflectors in all positions.</p> <p>Spinner chute to include two (2) spring loaded adjustable internal baffles.</p> <p>Spinner disc to be 32 in. below truck bed floor.</p> <p>Spinner disc to be attached to motor shaft by a 3/8 in. grade (8) bolt and locknut.</p> <p>Spinner to be supplied with Parker brand flush face hydraulic disconnects and Parker brand 90 degree elbows at the spinner motor.</p> <p>Entire spinner assembly to be pinned to the hopper for easy removal or tilt up.</p>
<b>Hoses</b>	<p>Hydraulic pressure hose to be Parker 431 with crimped fittings. Hydraulic return hose to be Parker 431 with crimped fittings. Hoses are to be run from motors to bulkhead fittings at one location on lower right of spreader. Hoses are to be clamped to prevent chaffing and accumulation of ice.</p> <p>Five foot hoses will be connected to the bulkhead fittings and have Parker brand hydraulic quick couplers as follows:</p> <p>Conveyor pressure: Parker FF-751-12Fp with # 12 hose.</p> <p>Spinner pressure: Parker FF-752-12Fp with # 12 hose.</p> <p>Combined return: Parker FF1001-16FP with # 16 hose.</p> <p>No galvanized or black pipe fittings are acceptable.</p>



## **Lights**

To have stainless steel light bar with three (3) light ID. Cluster shielded, two (2) 4" stop, turn, tail lights shielded, two (2) red clearance lights shielded and four (4) red reflectors.

Truck-lite stop and tail lights shall be supper 44 LED 4" sealed.

Part # 44030RS grommet kit.

Marker and clearance

Truck-lite part # 10050R grommet kit LED 2-1/2".

To have amber light bar with two (2) rotating elements.

Target Tech Highlighted SAE-WW3-93.

Light bar to be mounted near center at rear of sander, with protective cover over light bar. Must be able to service and repair without removing light bar. To have white work light located to illuminate spreader discharge on left side. Light to have 12 ga. cylindrical shield held in place by pivot bolt. Shield to extend 3 in. below light. Light shield assembly to have mounting that provides adjustment in two (2) directions.

## **Wiring**

Wiring from work and strobe lights to junctions box at lower left rear to be Betts snap seal system. Wiring to be clamped to prevent chaffing, with no sharp bends, with moisture proof connections. All wiring must be jacketed cable, individual wires ran through tubing is unacceptable. No splices in wires.

To have seven (7) foot, seven (7) conductor, 14 ga. Minimum, corrosion resistant molded type cable with molded plug, from junction box to truck chassis. To be "Bob-Tail" product. Phone (403) 272-0318.

## **Painting**

All stainless steel metal shall be left unpainted. Carbon steel components shall be powder coated. All stainless steel edges shall be buffed to eliminate all sharp edges.

## **Identification**

Each unit shall have a stainless steel metal tag permanently attached to upper left rear, below rear spill guard, with the following information: manufacturer's name, year of manufacture, model number and serial number. Each unit shall have the U.D.O.T. 5 digit unit number in 2 in. high numbers located below manufacture's tag. The unit numbers will be specified on purchase order when issued.

## **Option 1**

### **Hydraulic pre-wetting de-icing system.**

Hydraulic pre-wetting de-icing system, to be pre-wetting capable of maintaining a consistent ratio of liquid salt brine or max chloride to a pre-determined granular deicing material output. The system will operate in connection with ground speed oriented spreader controls, providing a chemical flow at vehicle speed under 55 mph. The de-icing systems tanks are to be mounted on the V-Box spreader so as not to interfere with the loading or unloading of the spreader on the trucks. The hydraulic system housing is mounted so as to be easily accessible during operation, and is connected to the truck hydraulic system via two (2) hoses. All mounting brackets for the spray system components are to be 304 stainless steel. The chemical pump outlet is connected to the fixed spray nozzles by nylon reinforced PVC hose, to allow for proportional calcium chloride adjustments. To have two (2) 135 gallon minimum saddle tanks, constructed of H.O.P.E. and UV stabilized. The tanks to have anti-slosh baffles. The tanks are to be properly vented. To have four (4) brass nozzles designed to maintain a 120 degree fan spray throughout the system's chemical flow rate. To have an easy removable filter on the system. To have a low level indicator light inside of cab, and an automatic pump shut off to prevent pump failure when out of fluid.

Plumbing to be able to fill tanks from the top through a 4 in. minimum fill cap and fill units from the bottom of the tanks through the drain valve. Plumbing to withstand a 50 G.P.M. pump. Quick couplers for easy hookup and disconnect. Filling process to fill tanks separate or together from one side. Crossover pipe large enough to fill both tanks approximately at the same level when filling.  
Junction box shall be a Stahlin's "J" Series HPL water tight, submersible, corrosion resistant enclosure.

*Option price* **\$2,559.00**

**Option 2** Spinner chute to be capable of being swung up and out of the way for unloading hopper without the use of tools.  
A winch with coated wire rope shall be provided to facilitate easy raising of spinner chute. Winch shall have a anti-backlash feature for operator safety.

*Option price* **\$275.00**

**Option 3** Complete stainless steel spinner chute.

*Option price* **\$1,460.00**

**Option 4** Stainless steel spinner with replaceable fins.

*Option price* **\$210.00**

**Option 5** 135 gallon saddle tank for pre-wet system.

*Option price* **\$700.00**

**Option 6** 90 gallon saddle tank for pre-wet system.

*Option price* **\$600.00**

**Option 7** Complete sander chain replacement.

*Option price* **\$690.00**

**Option 8** Conveyor belt fastened to sander chain.

*Option price* **\$1,400.00**

**Option 9** Price per foot for addition lengths.

*Option price* **\$875.00 Per foot**

**Option 10** Price for stainless steel inverted V for 13' spreader

*Option price* **\$475.00**

**Option 11** Price for stainless steel inverted V for 16' spreader

*Option price* **\$655.00**

**Option 12** Price for full length air foil on mounted on top of rear spill guard approximately six inches high. To be discussed at a paper pilot.

*Option price* **\$300.00**

**Option 13** Option for spreaders to be deliver at 4501 So 2700 West and UDOT to install spreaders into truck.

*Deduct price* **\$675.00 Per unit**

**Option 14** Storage stand system designed from stainless steel tubing to load and unload spreader from dump body and designed to hold the weight neccesary for storage.

The forward legs shall be designed to fold up as the vehicle is backed under the stand to include machined caster wheels to allow unit to roll into the vehicle.

Rear legs shall be of a self-storing telescopic design and legs shall extend beyond the spinner assembly.

*Option Price* **\$6,000.00**

#### *PART IV: PARTS AND SERVICE*

Bidder shall list source(s) of parts and service of the proposed equipment. The Contractor must have a Parts and Service Center located in the Salt Lake City, Utah area. Consideration will not be given to bidders unable to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

### **PART 5: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT**

#### **1. DELIVERY REQUIREMENTS**

1.1 Delivery shall be within 120 days after receipt of order. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$30.00 per spreader will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.

1.2 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. Delivery will be at the STATE headquarters 4501 South 2700 West in Salt Lake City, Utah.

#### **2. TRAINING**

2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

2.2 Vendor shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and is ready for operation but prior to payment. The instruction shall include

a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.

- 2.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

### 3. DOCUMENTATION

- 3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.
- 3.2 Operators Manual shall include start up procedure, check list for data collection, shut down procedure.
- 3.3 Delivery must also include ten (10) complete sets of parts lists, and ten (10) sets of shop (repair) manuals at no additional charge. CD's are acceptable for shop repair manuals.
- 3.4 Delivery must also include one extra screen filter for pre-wet system.

### 4. ACCEPTANCE

- 4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- 4.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.
- 4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- 4.4 If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

### 5. PAYMENT

Invoices will not be approved for payment until all of the required spare parts, filters, documentation and manuals have been received and the equipment has been accepted.

GL6043 Spreaders		Semi Service	AG Body
UDOT	Base Bid	\$13,688.90	\$13,880.00
UDOT	Hyd Pre-Wet	3433.60	2559.00
UDOT	Option 2	662.50	275.00
	Option 3	893.30	1460.00
	Option 4	201.50	210.00
	Option 5	422.50	700.00
	Option 6	221.00	600.00
	Option 7	682.50	690.00
	Option 8	1587.30	1400.00
UDOT*	Option 9 per ft.	543.40	875.00
	Option 10	574.60	475.00
	Option 11	640.90	655.00
UDOT	Option12	356.20	300.00
UDOT	Option 13 Deduct	-833.40	-675.00
	Option 14	5,130.00	6,000.00
13 ea. 1,2,12 & 13		225,001.40	212,407.00
14 ea. 1,2,12,13 & 3of 9		265,132.00	265,496.00
		490,133.40	477,903.00

# STATE OF UTAH



## **SOLICITATION NO. GL6043**

Material Spreaders

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RESPONSES ARE DUE PRIOR TO:

Apr 12, 2006 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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## Bid GL6043 Material Spreaders

Bid Number GL6043  
Bid Title Material Spreaders

Bid Start Date Mar 24, 2006 10:42:50 AM MST  
Bid End Date Apr 12, 2006 2:00:00 PM MDT

Bid Contact David Gill  
Submit all inquiries through RFP Depot Questions & Answers link only.  
Purchasing  
801-538-3254  
dgill@utah.gov

Contract Duration 2 years  
Contract Renewal 2 annual renewals  
Prices Good for 1 year

Bid Comments Questions must be submitted through RFP Depot no later than April 5, 2006 at 11:00 AM in order to guarantee that they will be answered.

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Changes made on Apr 5, 2006 2:26:36 PM MDT

Previous End Date Apr 12, 2006 5:00:00 PM MDT New End Date Apr 12, 2006 2:00:00 PM MDT

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Changes made on Apr 10, 2006 8:56:27 AM MDT

New Documents Throw T.doc

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### Item Response Form

Item GL6043-1-01 - Material Spreader for salt and sand, 7.5 cu yd  
Quantity 1 each  
Unit Price   
Delivery Location State of Utah  
Utah Department of Transportation  
(new)  
Central Shops  
4501 South 2700 West  
Salt Lake City UT 84119  
Qty 1

Description  
See part III Detailed Specifications

## **Standard Contract Terms and Conditions State of Utah, State Cooperative Contract**

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all



accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**13. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary

information, or copyright information.

**36. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

**37. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**38. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

**39. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**40. ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006



# State of Utah

## Invitation to Bid

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government	Company Contact Person _____		
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Date _____	
Type or Print Name _____		Position or Title _____	

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted [www.purchasing.utah.gov/BidProcessing/BidTabulations.asp](http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp). (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**8. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision: 2 February 2006 - ITB Instructions)

UTAH DEPARTMENT OF TRANSPORTATION  
Equipment Operations  
Steve McCarthy - Equipment Operations Manager

## **MATERIAL SPREADERS**

The bid will result in a two (2) year state cooperative contract with two (2) one-year renewal options.

### **PART I: GENERAL CLAUSES AND CONDITIONS**

The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.

**Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.** Supplier should submit the latest literature, in duplicate, for informational purposes only.

The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation, including all fluids levels, fuel, oil etc.

All parts not specifically mentioned, but are necessary for the units to be complete for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.

It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.

Measurements will be given in the English system.

Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

Pre-build pilot paper review at Utah Department of Transportation location within 10 days after bid has been awarded. Pilot Spreader required 45 days after paper pilot review; after pilot review has been approved, remaining spreaders to be delivered within 120 days.

A pilot review will be required at the manufacturer's factory prior to manufacturing of remaining spreaders. Expenses for two (2) Utah Department of Transportation representatives for the pilot review to be included in bid.

*Bid response*

*Comply*

*Exceptions*

**NO QUANTITY ESTIMATES ARE AVAILABLE AND NO QUANTITY IS GUARANTEED AS A RESULT OF AWARD TO THIS INVITATION FOR BID.**

Bidder name

Make and Model quoted

**PART II: GENERAL SPECIFICATIONS:**

Variation in construction details may be allowed if these variations result in the same or greater basic strength and durability that can be accomplished, using specifications herein. Any variation in construction must be approved by the Utah Department of Transportation, prior to bid opening.

Spreaders proposed for this order, must have been manufactured before, and shall have a record of successful use. Spreaders proposed as equal, must be approved by the Utah Department of Transportation prior to bid opening.

Bid to state terms of warranty or include copy of standard warranty. All warranty periods shall start after equipment has been put into service. Basic warranty shall include agreement to allow all Utah Department of Transportation mechanic shops to be approved, to complete "In-house" warranty repairs, in Utah Department of Transportation shops. The warranty shall include parts and labor reimbursement.

Successful bidder will be required to submit detail drawings for approval by the Utah Department of Transportation before manufacturing spreaders.

**PART III: DETAIL SPECIFICATIONS:**

**Construction:** Construction of the spreader shall be of high grade 304 stainless steel. The body and sides shall be high grade 304, 10 gauge stainless steel and the body longitudinal shall be manufactured of 7 gauge 304 stainless steel and shall extend 24" beyond hopper to support spinner.  
All bolts shall include a lock nut and two washers made of stainless steel. All bolts are to be long enough to go completely through lock nut when assembled. All welding shall be done with stainless welding wire or rod. Hopper to be continuously welded. Longitudinal shall be slotted out to the rear for easier gearbox and drive shaft removal.

*Bid response*      *Comply*  *Exceptions*

**Dimensions:** Capacity - 7.5 cu. yd. Struck, minimum.  
Length inside - approximately 13 ft.  
Length outside front to latch bar - 13 ft. 6 in. maximum.  
Height overall - approximately 50 in.  
Width inside - approximately 78 in.  
Width overall ( including spill guards ) - 96 in. approximately.

*Bid response*      *Comply*  *Exceptions*

"V" type hopper body with sides slopped approximately 45 degrees. Body supported by 6 (minimum) triangular braces extending full height. Body to have two braces between sides and top.

*Bid response*      *Comply*  *Exceptions*



<b>Hopper Screens</b>	<p>The hopper screens will be constructed of (3/8") diameter steel rod inter- laced through screen (1/4" x 1-1/2") flat bar forming an open grating size approximately (2-1/2" x 2-1/2")</p> <p>The mesh will be reinforced by using (2" x 3/8") angle iron with the edge supports reinforced with (3/8" x 1") flat bar.</p> <p>Minimum of three hinges will be paced over the 6" #9 H beam center support in order that the screens may be opened fully vertical from either side. Four screens minimum per side. Each screen shall have a positive lock to retain the screen to the "H" beam. Screens to be high pitch design with an 18" height above hopper top, with adequate supports. To be discussed at the paper pilot.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Spill Guards</b>	<p>To have 10 ga. 304 stainless steel vertical spill guard at rear bolted to hopper, extending 19" in. above body and full width of spreader. Rear spill guard to have the stainless steel angle iron braces extending 1 ft. down on hopper. Rear spill guard to have intrigal full width stainless steel air deflector for light bar with mounting plate for rotator. To have 304 stainless steel spill guard at front sloped forward 30 degrees from horizontal to 19 in. above hopper with triangular braces on each side. To have taper cut side spill guards starting at side rails and sloping down at 45 degrees to total outside width of 96 in. To be supported by six (6) flanged gussets on each side all 10 ga. 304 stainless steel.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Discharge Gate</b>	<p>The discharge gate shall be made of 10 gauge 304 stainless steel and ruler shall be provided at the rear of hopper. The screw type jack with grease zerks installed and a extended handle with Polyethylene U-joint for easy cranking.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Tie Downs</b>	<p>To have (4) tie downs for dump installation. To be 4" wide x 6' long nylon straps "D" ring attached to one end. Brackets to be stainless steel located 2 ft. back from front and back on each side of hopper. Brackets to be positioned to pull at state specified angle. To be discussed at paper pilot.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Mounting Bar</b>	<p>To have 4" x 4" x 1/2" stainless steel angle iron bar at the rear with 1-1/4" round pins to engage tailgate latches. Round pins to be stainless steel material and field welded to fit each individual truck for a precision fit. Mounting bar to be bolted and braced to spreader frame. Mounting bar must be below truck bed floor so that spillage can be washed from bed. Mounting bar must be 86" wide. To prevent sander shifting.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Skid</b>	<p>To have 6 in piece of inverted 7 ga. formed stainless steel channel welded to each end of bottom frame channel.</p>
<i>Bid response</i>	<div>Comply</div> <div>Exceptions</div>
<b>Lifting Eyes</b>	<p>To have four (4) 5/8 in stainless steel D-ring lifting eyes and one (1) center lifting eye. Manufacture to locate center eye to pick up spreader level with all components attached.</p>

Hopper screens must fully open with center lifting eye installed.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Conveyor**      To be a minimum of 20 in. wide. To have 3/16" (minimum) one piece 304 stainless steel floor. Conveyor to have 3/8" in. x 1-1/2 in. flights at 4 in. spacing, welded top and bottom to pintle chains. Chains to be Allied Lock AL667X or equal. Chains to have full length formed 7 ga. guards so that only flights are exposed to material in hopper. Sprockets are to be eight (8) tooth on 2 in. shaft. Two (2) two ply rubber belting wipers to be provided for cleaning both sides of conveyor chain. A front seal strip is to be provided.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Bearings**      Are to be self-aligning 2 in. take-up style bearings. Dodge # 131177 in a 304 stainless steel frame. Bearings to have grease leads ran to manifold at rear. At the rear, clear of the pre-wet tanks the slide mounted, spring loaded with adjusting screw jack adjustment can be easily adjusted from rear of spreader. To have 3 in. minimum travel. To be discussed at paper pilot.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Grease Manifold**      A greasing manifold shall be supplied to adequately lubricate the front idler bears, and the feed gate jack assembly at the rear of the hopper. These three grease points shall have separate grease lines rated at 10,000 psi burst that shall meet at a centralized point at the rear of the hopper where they will meet an aluminum block. Tubing shall be secured to prevent chaffing. This aluminum block shall be the grease point for the entire system. Each 1/8" grease line shall have an adequate pressure rating to allow the system to be greased with a commercial grease gun. Tubing to be filled prior to final delivery.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Conveyer Drive**      To be cast iron hollow bore shaft mounted gearbox with 50:1 gear reduction, 2" output shaft, oil bath, with antifriction bearings on input and output shafts and direct coupled motor. Guard to be installed over input shaft. Gearbox cover to be rotated one bolt hole to rear so oil level check keeps oil level above race.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Hydraulic Drive Motor**      Motor to be Char-Lynn 101-1027-007 or equal.

*Bid response*      *Comply* ☐ *Exceptions* ☐

**Spinner& Chute**      Entire spinner to be 10 ga. 304 stainless steel, minimum diameter 20". Stainless steel with six (6) radial, stainless steel replaceable fins.  
Hydraulic spinner motor to be located above disk in state approved manner. To be discussed at paper pilot.  
Spinner chute to have three (3) adjustable and one (1) front fixed deflector.  
Rear deflector to overlap side deflectors in all positions.  
Spinner chute to include two (2) spring loaded adjustable internal baffles.

Spinner disc to be 32 in. below truck bed floor.  
 Spinner disc to be attached to motor shaft by a 3/8 in. grade (8) bolt and locknut.  
 Spinner to be supplied with Parker brand flush face hydraulic disconnects and Parker brand 90 degree elbows at the spinner motor.  
 Entire spinner assembly to be pinned to the hopper for easy removal or tilt up.

*Bid response*

*Comply* ☐ *Exceptions* ☐

### **Hoses**

Hydraulic pressure hose to be Parker 431 with crimped fittings. Hydraulic return hose to be Parker 431 with crimped fittings. Hoses are to be run from motors to bulkhead fittings at one location on lower right of spreader. Hoses are to be clamped to prevent chaffing and accumulation of ice.  
 Five foot hoses will be connected to the bulkhead fittings and have Parker brand hydraulic quick couplers as follows:  
 Conveyor pressure: Parker FF-751-12Fp with # 12 hose.  
 Spinner pressure: Parker FF-752-12Fp with # 12 hose.  
 Combined return: Parker FF1001-16FP with # 16 hose.  
 No galvanized or black pipe fittings are acceptable.

*Bid response*

*Comply* ☐ *Exceptions* ☐

### **Lights**

To have stainless steel light bar with three (3) light ID. Cluster shielded, two (2) 4" stop, turn, tail lights shielded, two (2) red clearance lights shielded and four (4) red reflectors. Truck-lite stop and tail lights shall be supper 44 LED 4" sealed.  
 Part # 44030RS grommet kit.  
 Marker and clearance  
 Truck-lite part # 10050R grommet kit LED 2-1/2".  
 To have amber light bar with two (2) rotating elements.  
 Target Tech Highlighted SAE-WW3-93.  
 Light bar to be mounted near center at rear of sander, with protective cover over light bar. Must be able to service and repair without removing light bar. To have white work light located to illuminate spreader discharge on left side. Light to have 12 ga. cylindrical shield held in place by pivot bolt. Shield to extend 3 in. below light. Light shield assembly to have mounting that provides adjustment in two (2) directions.

*Bid response*

*Comply* ☐ *Exceptions* ☐

### **Wiring**

Wiring from work and strobe lights to junctions box at lower left rear to be Betts snap seal system. Wiring to be clamped to prevent chaffing, with no sharp bends, with moisture proof connections. All wiring must be jacketed cable, individual wires ran through tubing is unacceptable. No splices in wires.  
 To have seven (7) foot, seven (7) conductor, 14 ga. Minimum, corrosion resistant molded type cable with molded plug, from junction box to truck chassis. To be "Bob-Tail" product. Phone (403) 272-0318.

*Bid response*

*Comply* ☐ *Exceptions* ☐

### **Painting**

All stainless steel metal shall be left unpainted. Carbon steel components shall be powder coated. All stainless steel edges shall be buffed to eliminate all sharp edges.

*Bid response*

*Comply* ☐ *Exceptions* ☐

### **Identification**

Each unit shall have a stainless steel metal tag permanently attached to upper left rear,

below rear spill guard, with the following information: manufacturer's name, year of manufacture, model number and serial number. Each unit shall have the U.D.O.T. 5 digit unit number in 2 in. high numbers located below manufacture's tag. The unit numbers will be specified on purchase order when issued.

*Bid response*

*Comply*

*Exceptions*

**Option 1**

**Hydraulic pre-wetting de-icing system.**

Hydraulic pre-wetting de-icing system, to be pre-wetting capable of maintaining a consistent ratio of liquid salt brine or max chloride to a pre-determined granular deicing material output. The system will operate in connection with ground speed oriented spreader controls, providing a chemical flow at vehicle speed under 55 mph. The de-icing systems tanks are to be mounted on the V-Box spreader so as not to interfere with the loading or unloading of the spreader on the trucks. The hydraulic system housing is mounted so as to be easily accessible during operation, and is connected to the truck hydraulic system via two (2) hoses. All mounting brackets for the spray system components are to be 304 stainless steel. The chemical pump outlet is connected to the fixed spray nozzles by nylon reinforced PVC hose, to allow for proportional calcium chloride adjustments. To have two (2) 135 gallon minimum saddle tanks, constructed of H.O.P.E. and UV stabilized. The tanks to have anti-slosh baffles. The tanks are to be properly vented. To have four (4) brass nozzles designed to maintain a 120 degree fan spray throughout the system's chemical flow rate. To have an easy removable filter on the system. To have a low level indicator light inside of cab, and an automatic pump shut off to prevent pump failure when out of fluid.

Plumbing to be able to fill tanks from the top through a 4 in. minimum fill cap and fill units from the bottom of the tanks through the drain valve. Plumbing to withstand a 50 G.P.M. pump. Quick couplers for easy hookup and disconnect. Filling process to fill tanks separate or together from one side. Crossover pipe large enough to fill both tanks approximately at the same level when filling.

Junction box shall be a Stahlin's "J" Series HPL water tight, submersible, corrosion resistant enclosure.

*Option price*

\$

*Not available*

**Option 2**

Spinner chute to be capable of being swung up and out of the way for unloading hopper without the use of tools.

A winch with coated wire rope shall be provided to facilitate easy raising of spinner chute. Winch shall have a anti-backlash feature for operator safety.

*Option price*

\$

*Not available*

**Option 3**

Complete stainless steel spinner chute.

*Option price*

\$

*Not available*

**Option 4**

Stainless steel spinner with replaceable fins.

*Option price*

\$

*Not available*

**Option 5**

135 gallon saddle tank for pre-wet system.

*Option price*

\$

*Not available*

<b>Option 6</b>	90 gallon saddle tank for pre-wet system.
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 7</b>	Complete sander chain replacement.
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 8</b>	Conveyor belt fastened to sander chain.
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 9</b>	Price per foot for addition lengths.
<i>Option price</i>	\$ <input type="text"/> <i>Per foot Not available</i> <input type="text"/>
<b>Option 10</b>	Price for stainless steel inverted V for 13' spreader
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 11</b>	Price for stainless steel inverted V for 16' spreader
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 12</b>	Price for full length air foil on mounted on top of rear spill guard approximately six inches high. To be discussed at a paper pilot.
<i>Option price</i>	\$ <input type="text"/> <i>Not available</i> <input type="text"/>
<b>Option 13</b>	Option for spreaders to be deliver at 4501 So 2700 West and UDOT to install spreaders into truck.
<i>Deduct price</i>	\$ <input type="text"/> <i>Per unit</i>

#### PART IV: PARTS AND SERVICE

Bidder shall list source(s) of parts and service of the proposed equipment. The Contractor must have a Parts and Service Center located in the Salt Lake City, Utah area. Consideration will not be given to bidders unable to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

#### PART 5: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

##### 1. DELIVERY REQUIREMENTS

- 1.1 Delivery shall be within 120 days after receipt of order. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$30.00 per spreader will be deducted from the invoice for every working day after the expiration of the number of days

shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.

1.2 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building. Delivery will be at the STATE headquarters 4501 South 2700 West in Salt Lake City, Utah.

## **2. TRAINING**

2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

2.2 Vendor shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all the unit(s) functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.

2.3 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

## **3. DOCUMENTATION**

3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.

3.2 Operators Manual shall include start up procedure, check list for data collection, shut down procedure.

3.3 Delivery must also include ten (10) complete sets of parts lists, and ten (10) sets of shop (repair) manuals at no additional charge. CD's are acceptable for shop repair manuals.

3.4 Delivery must also include one extra screen filter for pre-wet system.

## **4. ACCEPTANCE**

4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

4.2 Acceptance inspection and performance testing will not take more than five working days, weather permitting.

4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.

4.4 If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

## **5. PAYMENT**

Invoices will not be approved for payment until all of the required spare parts, filters, documentation and manuals have been received and the equipment has been accepted.

**Option 14** Storage stand system designed from stainless steel tubing to load and unload spreader from dump body and designed to hold the weight necessary for storage. The forward legs shall be designed to fold up as the vehicle is backed under the stand to include machined caster wheels to allow unit to roll into the vehicle. Rear legs shall be of a self-storing telescopic design and legs shall extend beyond the spinner assembly.

Option Price \$  Not available

## Questions and Answers

### Question

Is there going to be a bid opening or will you let us know by email (Submitted: Apr 10, 2006 9:14:39 PM MDT)

### Answer

I There will be a bid opening. You will be notified by email. (Answered: Apr 11, 2006 8:26:00 AM MDT)